

HS 74/1032(51)

1669

EXCEPTIONS to *Edward Mosley's* BILL in Parliament

1st.



His is the third Bill (besides a Petition before any of them) which *Edward Mosley* the Father hath brought in Parliament for the same matter in effect as this Bill was.

A Bill to the same effect was rejected on the Question this Session, 11. March last, as to Sir *John Maynards* Concernment, and yet was a juster Bill then this; for that was to sell to pay all the Debts, (which amount to many Thousand Pounds) to which Debts and Legacies the whole Estate is subject in case of Redemption: and now by this Bill, the Creditors and Legatees shall be for ever absolutely concluded.

It is against the Fundamental Rules of the House, after a Bill rejected, to admit any the same effect under any pretence of Alterations; the Alterations here make this Bill more then the

the Marriage Agreement the Lands were to be to Sir *John Maynard*, as reason is that every mans Security be, this Bill is to put Sir *John Maynards* Security in other men, contrary to, and in overthrow of the Agreement under Hand and Seal.

3ly. Sir *John Maynard* hath been many years in Chancery to have the Agreement performed, and hath at last a Decree.

There Exceptions were taken to Sir *John Coles* Report, That the Security was too great; Counsel heard on both sides; the Exceptions referred to the Master, and to be final; the Master first and last was amended above twenty times; the Security adjudged and decreed to be equitable, and to be performed.

For Sir *John Maynards* Security is charged with 10000 l. Principal Money due to Sir *John Maynard*.

1000 l. already due to Mrs. *Mosley*.

250 l. due to Sir *Edmond Sawyer*.

400 l. due to Mrs. *Maynard*.

200 l. per annum to Mrs. *Mosley* for five years to come.

80 l. and the 200 l. per annum to Mrs. *Maynard* for life.

60 l. per annum to the Lady *North* for life.

20 l. per annum to Mr. *Prestwich* for life.

50 l. per annum to Sir *Edmond Sawyer* for five years to come.

100 l. per annum more to Mrs. *Mosley*.

600 l. per annum Interest of the 10000 l. Principal Money.

All which run on, and yearly increase on him till 1673. and in the mean time he receives nothing.

The Master reports, and the Court satisfied, that there was no other way to perform the Will of Sir *Edward*

*Mosley* but this.

Yet Sir *John Maynard* is Decreed to joyn in Sir *Edward Mosley* of all or any part, to raise his

Debt and Damages which he submits to.

4ly. The Bill is to overthrow the Decree as well as the Agreement, and other persons to sell to pay Sir *John Maynards* Debt.

*The Consequence is unreasonable and unjust.*

1. To take away or alter any mans Security against his will without his fault, contrary to Agreement under Seal, and that so solemnly Decreed.

2. To re-examine a Masters Report settled on proof, by Proceedings before a Committee.

3. To put all those Creditors and Legatees to an uncertainty, and new Suits whose Debts and Legacies are now charged on Sir *John Maynard*.

4. What if the new Trustees will not Sell, or Sell this and another parcel of the Lands, and by that means spoil the Security, Selling the good and not the bad, and when they have Sold, not pay the Money, or take bad Security, or detain the Moneys?

In these Cases there is apparent mischief and no remedy, or at best, new Suits and Troubles.

5ly. Sir *John Maynard* is to lay out the Money (not to receive it to his own use) but as a Trustee, to Purchase Lands for Mrs. *Maynard* for her life, &c. with Remainder to her Son an Infant, &c.

It is hard enough on her already, that her Life (which could not well be valued at above 7 years) and yet 6 years allotted for the Purchase thereof are already elapsed, and two years yet to come for Redemption.

So that 8 years are already given to Purchase an Estate for her Life, and now more desired.

Sir *John Maynard* being by her and her Brother appointed for her Trustee in the Security, others without her consent shall be substituted.

This 8000 l. was conceived by the Court to be in lien of 8000 l. and of 2000 l. due to her by Assurances made by her, and 2000 l. more as Administratrix to her Sister, which on that account was set aside, because this 8000 l. and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.

and the 2000 l. more were to be paid to her.